## **Texas Residential Lease Agreement**

**THIS AGREEMENT** (hereinafter referred to as the "Texas Lease Agreement") is made and entered into this 4 day of June, 2025, by and between Guoliang Qian (hereinafter referred to as "Landlord") and Kareem Salameh (hereinafter referred to as "Tenant." For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**Description of Premises**. Landlord owns certain real property and improvements located at <u>2207 Hutchins St, Houston, TX, 77003</u> (hereinafter referred to as the "Premises"). The Premises includes the exclusive use of the guest bedroom on floor <u>one</u> [one or three] (hereinafter referred to as 'Tenant's Room') and shared use of the following common areas: kitchen, living room, dining room, hallways, laundry facilities, and 2nd floor bathroom. Tenant's use of common areas shall be non-exclusive and shared with other occupants of the property, including the landlord or other tenants. Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.

**Security Deposit**. Upon execution of this Texas Lease Agreement, Tenant shall deposit with Landlord the sum of **\$900**, receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof.

**Period of Tenancy**. This Texas Lease Agreement shall commence on <a href="https://doi.org/10.205">07/01/2025</a> and shall continue as a lease for term. The termination date shall be on <a href="https://doi.org/10.205">08/31/2025</a> at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Premises unless one of the following circumstances occur:

- 1) Landlord and Tenant formally extend this Texas Lease Agreement in writing or create and execute a new, written, and signed Texas Lease Agreement; or
- 2) In the event that the landlord accepts rent from the tenant after the termination date of this lease, a month-to-month tenancy shall be created in accordance with the terms outlined in the Tenant's Holdover section of this lease, unless a new lease is signed. Specifically:
  - a. Rent during the month-to-month tenancy shall be calculated as specified in the Tenant's Holdover section.
  - b. Either party may terminate the month-to-month tenancy by providing written notice in accordance with the notice period stated in the Tenant's Holdover section.
  - c. All other terms and conditions of this lease agreement shall remain in full force and effect unless otherwise agreed in writing.
- 3) Early termination of the lease by Tenant as outlined in the Early Termination section.

**Monthly Payments**. Tenant shall pay to Landlord the sum of **\$900** per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and

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shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

- 1) <u>Delinquent Rent</u>. If not paid on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a late charge of **\$30** per day until rent is paid in full. If Landlord <u>receives</u> the monthly rent by the 3<sup>rd</sup> day of the month, Landlord will waive the late charges for that month. Any waiver of late charges under this paragraph will not affect or diminish any other right or remedy Landlord may exercise for Tenant's failure to timely pay rent.
- 2) <u>Prorated Rent</u>. In the event that the Commencement Date is not the 1st of the calendar month, rent payment remitted on the Commencement Date shall be prorated based on a 30-day period.
- 3) <u>Returned Checks</u>. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay <u>\$50</u> to Landlord for each such check, plus late charges, as described above, until Landlord has <u>received</u> payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.
- 4) Order in which funds are applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.
- 5) Rent Increases. There will be no rent increases through the Termination Date.

**Refund of Security Deposit**. Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this Texas Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

Payment Terms. All rent payments, fees, and any other monetary transactions related to this lease agreement must be processed exclusively through the Azibo rental management service platform. Tenant is responsible for creating an account on Azibo and maintaining active access to the platform for the duration of the lease. Tenant is responsible for ensuring all payments are made on time using the platform. Payments made outside of Azibo will not be accepted and may result in late fees or other penalties. Payments that fail due to platform errors or tenant action must be remedied within 3 business days to avoid late fees as outlined in this agreement. The tenant is responsible for any fees incurred due to payment errors. The landlord is not liable for any issues arising from the tenant's use of Azibo, including, but not limited to, errors, technical difficulties, or unauthorized access. The tenant must resolve such issues directly with Azibo. The landlord reserves the right to change the payment platform with 30 days' written notice to the tenant.

**Use of Premises**. The Premises is to be used only as a residence by the Tenants who have signed this Lease. NO OTHER PERSONS MAY LIVE AT THE PREMISES WITHOUT THE LANDLORD'S PRIOR WRITTEN PERMISSION, which may be given or withheld in Landlord's sole and absolute discretion. Guests may only stay for up to 4 consecutive days (4 days) within a 30-day period without charge and must abide by all applicable terms and conditions of this Lease, including any rules and regulations applicable to the Premises. Guests staying beyond 4 consecutive days will incur a fee of \$30 per day per guest. Tenant shall not use the Premises, nor

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any neighboring premises, for any illegal purpose, or for any other purpose than that of a residence. Tenant agrees to comply with and abide by all federal, state, county and municipal laws and ordinances in connection with Tenant's occupancy and use of the Premises. No alcoholic beverages shall be possessed or consumed by Tenant, or Tenant's family, visiting friends, dependents, guests, licensees or invitees, unless the person possessing or consuming alcohol is of legal age. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person residing or present on the Premises) are permitted on the Premises. Tenant agrees to refrain from using the Premises in any way that may result in an increase of the rate or cost of insurance on the Premises. No hazardous or dangerous activities are permitted on the Premises. Absolutely no excessive drinking, illegal drug use, public disturbances, physical abuse, verbal abuse, threats, or unauthorized pets, firearms, or smoking is permitted on Premises. Any violations of the foregoing paragraph shall be an immediate and incurable default of this Lease and shall be cause for eviction.

**Condition of Premises**. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.

Liability and Renter's Insurance. Tenant understands and agrees that Landlord has no obligation to obtain insurance for Tenant including, but not limited to, liability, hazard, or contents insurance. The tenant shall not hold the landlord responsible for any loss, damage, or bodily injury to the tenant, tenant's guests, and/or family members/friends, or their personal properties. The tenant is strongly recommended to obtain their own renter's insurance. Tenant may, at Tenant's sole cost and expense, obtain renter's insurance covering the full value of all personal property of Tenant in the Premises. Tenant acknowledges that if Tenant fails to obtain and maintain renter's insurance, Tenant alone shall bear the consequences of the loss or damage to Tenant's personal property.

**Move In**. All appliances and systems in the Premises, including refrigerators, stoves, microwaves, dishwashers, washers, dryers, water heaters, furnaces, etc., will be deemed to be in working condition at the commencement of the Lease term, unless Tenant notifies Landlord, in writing, of any nonfunctioning appliances and/or systems within 24 hours of Tenant's move in to the Premises. As of the commencement of the Lease, Tenant acknowledges that Tenant has examined the Premises and approves of the condition of the Premises, including all systems and appliances in the Premises. Taking possession of the Premises by Tenant is conclusive that the Premises are in good order and satisfactory condition.

Move Out and Cleaning Instructions. If Tenant intends to not renew, Tenant must give Landlord 30-days advanced written notice, delivered to the Landlord's place of business and must supply a forwarding address to Landlord, or Tenant may forfeit the entire security deposit to Landlord as liquidated damages, in Landlord's sole and absolute discretion. Tenant agrees that Tenant will leave the Premises in the same or better condition than when Tenant moved in (ordinary wear and tear excepted), or may be charged for any repairs or cleaning needed to prepare the Premises for the next tenant. Upon receipt of Tenant's notice to vacate the Premises, Landlord will schedule a move out inspection of the Premises. Tenant has the right, but not the obligation, to be present for this inspection, which will take place after all of Tenant's belongings have been removed from the Premises.

Early Termination. The tenant may terminate this lease agreement before the expiration date by providing the landlord with 45 days' written notice of intent to terminate and paying an early termination fee equal to one months' rent. All rent, utilities, and other charges must be paid in full through the termination date. The tenant must vacate the premises and return all keys to the landlord by the specified termination date. The security deposit will be handled as per the

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lease terms and Texas Property Code § 92.102. This provision does not release the tenant from liability for rent until a replacement tenant begins a new lease term, per Texas Property Code § 91.006, which requires the landlord to mitigate damages by attempting to re-lease the property. Tenants who qualify under the Servicemembers Civil Relief Act (SCRA) may terminate the lease early without penalty by providing proof of deployment or change of station orders.

**Assignment & Subletting**. Tenant shall not assign this Texas Lease Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Texas Lease Agreement.

**Furnishings in Tenant Room.** Landlord agrees to provide the following furnishings in Tenant Room for Tenant's use during the term of this lease agreement: **None**. The tenant acknowledges that all provided furnishings (if any) are in good condition at the commencement of the lease. The tenant agrees to maintain the furnishings in good condition and is responsible for any damage, beyond normal wear and tear, caused by their use. Upon termination of the lease, the tenant must return all furnishings in the same condition as at the start of the lease, excluding reasonable wear and tear. Any removal of furnishings from the Tenant Room without the landlord's prior written consent is prohibited and will be considered a material breach of this lease agreement.

Keys and Lockouts. Landlord shall provide a key to the Tenant for the Premises on request. Tenant will be given access keypad code. Landlord shall keep a duplicate key for access. Lost or damaged keys will be replaced at the renter's cost. If Tenant changes the lock without supplying Landlord with a key, and Landlord is prevented from entering the Premises due to the lock change, Tenant shall bear the financial cost of Landlord's effort to enter by force. If Landlord or contractor is unable to enter the Premises to perform repair or maintenance tasks due to the Tenant's unauthorized lock change, Tenant will be charged \$100.00 for each violation, which will be charged to Tenant as additional rent and due immediately. If such consent to a lock change is given, Tenant will immediately provide Landlord with a key for the use of Landlord or Landlord's agent pursuant to Landlord's right of access to the Premises. Upon vacating the Premises, Tenant shall return all keys to Landlord or Tenant will be charged \$50.00 per unreturned key. If Tenant is locked out of the Premises, and Landlord must unlock the door for Tenant, then Tenant will be charged a \$75.00 lock-out fee.

Alterations & Improvements. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Texas Lease Agreement. Tenant agrees not to make any repairs, improvements, or alterations to the Premises unless prior written permission is given by Landlord, which may be given or withheld in Landlord's sole and absolute discretion. Any repairs, improvements, or alterations made by Tenant must be completed in compliance with all local, state, and federal laws. As used herein "repairs, improvements, or alterations" includes, without limitation, lock changes, painting, replacing fixtures, installing wallpaper, attaching shelves, installing curtains or shades, installing nails, or other permanent or semi permanent changes to the Premises.

**Non-Delivery of Possession**. In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then

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Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Texas Lease Agreement and all rights hereunder shall terminate.

**Hazardous Materials**. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

**Utilities**. The monthly rent includes the cost of utilities, specifically gas, electricity, water, and internet services, as provided to the premises. The landlord shall remain responsible for arranging and maintaining these utility accounts. Excessive usage, as determined solely by the landlord, may result in additional charges, which will be billed to the tenant proportionately. The tenant agrees to use all utilities responsibly and report any issues or outages to the landlord promptly. Any unauthorized tampering with or modification of utility services by the tenant is strictly prohibited and will constitute a material breach of this lease agreement.

**Maintenance**, **Repair**, & **Rules**. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Texas Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:

- 1) Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
- 2) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- 3) Not obstruct or cover the windows or doors;
- 4) Not leave windows or doors in an open position during any inclement weather;
- 5) Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
- 6) Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- 7) Keep all air conditioning filters clean and free from dirt;
- 8) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
- Tenant's family and guests shall at all times maintain order in the Premises and at all places on the Premises, and shall not make or permit any loud or improper noises, or otherwise disturb other residents;

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- 10) Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
- 11) Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
- 12) Abide by and be bound by any and all rules and regulations affecting the Premises or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.

Damage to Premises. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Texas Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Texas Lease Agreement continue according to its terms.

Care of the Premises. Tenant agrees to care for the Premises and keep it in a good, neat and sanitary condition. Tenant shall keep garages, decks, porches, and other personal areas clear of trash, rubbish, and other junk, as determined by the Landlord. Trash shall be placed in approved receptacles only and may not be left outside for any amount of time, including on decks or porches. The tenant must clean the kitchen and shared living areas after each use. Leftover food must be removed and discarded from the refrigerator or other living spaces within 14 days to prevent health hazards. No personal property is allowed to be stored outside the Tenant's Room. Tenant shall report all building damage, water leaks, or other maintenance issues immediately to Landlord or will be held liable for the costs of repairing any unreported damage. If the need to repair is caused by Tenant or Tenant's family, visiting friends, dependents, quests, licensees or invitees, Landlord may make the necessary repairs and the cost of which will be treated as additional rent to be paid by the Tenant upon notification of amount. Failure to pay costs of repairs will be treated as additional rent payable by Tenant and due immediately. If tenant-caused damage requires repair, the landlord will select a licensed contractor. The tenant must pay the full cost within 15 days of receiving the invoice. Security deposits may not be used for such payments unless explicitly agreed upon in writing.

**Marijuana and Other Drugs**. Tenant shall not be permitted to, and shall not permit any family, visiting friends, dependents, guests, licensees or invitees of Tenant to grow, produce, possess, consume, use, smoke, or ingest any marijuana, cannabis or any products or ingestible containing marijuana or cannabis in any location in, on or about the Premises; the foregoing prohibition to be absolute and without exception and shall include any growing, production, possession, use or consumption pursuant to any medical use or medical prescription, or any medical, retail or recreational marijuana activities that may otherwise be permitted under any local, state or federal laws, rules or regulations now or hereafter in effect. Tenant's violation of this rule shall be an immediate and incurable default of this Lease and shall be cause for eviction.

**Smoking**. Tenant shall NOT smoke on the Premises, including the use of any vapor products.

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**Plumbing**. Tenant shall be held responsible for all costs related to Landlord's repair or maintenance of any plumbing stoppage or slow-down caused by Tenant, whether accidental or purposeful. Any clogged pipes in the Tenant's Room will be cleaned at the renter's expense. Tenant agrees not to place into any drain lines non-approved substances such as cooking grease, sanitary napkins, diapers, children's toys or other similar object that may cause a stoppage. The tenant must promptly notify the landlord of any plumbing leaks, slow drainage, or other issues to prevent property damage. Failure to notify within 24 hours may result in additional charges for remediation. Landlord shall use all reasonable efforts to remedy the plumbing problem. Tenant shall only use a plunger to attempt to fix a slow or stopped drain, and not pour chemical or other drain cleaners into any stopped or slow drains. Tenant shall also be responsible for any plumbing system freeze-ups occasioned by Tenant's negligence.

**Access by Landlord**. Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Texas Lease Agreement and any renewal thereof to enter the Premises for the following purposes:

- 1) Inspect the Premises for condition;
- 2) Make repairs;
- 3) Show the Premises to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
- 4) Exercise a contractual or statutory lien;
- 5) Leave written notice;
- 6) Seize nonexempt property after default.

Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Premises during the term of this Lease or any renewal period.

If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default or will be assessed a \$100.00 fee due with the following month's rent at the sole discretion of Landlord.

**Subordination of Lease**. This Texas Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

**Tenant's Holdover**. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Texas Lease Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at **125% of the current rent amount** per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

**Surrender of Premises**. Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Texas Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

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Animals. THERE WILL BE NO ANIMALS, unless authorized by a separate written Pet Addendum to this Residential Lease Agreement. Tenant shall not permit any animal, including mammals, reptiles, birds, fish, rodents, or insects on the Premises, even temporarily, unless otherwise agreed by a separate written Pet Agreement. If tenant violates the pet restrictions of this Lease, Tenant will pay to Landlord a fee of \$50 per day per animal for each day Tenant violates the animal restrictions as additional rent for any unauthorized animal. Landlord may remove or cause to be removed any unauthorized animal and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized animal. Landlord will not be liable for any harm, injury, death, or sickness to any unauthorized animal. Tenant is responsible and liable for any damage or required cleaning to the Premises caused by any unauthorized animal to be removed.

**Mold**. It is generally understood that mold spores are present essentially everywhere and that mold can grow in most any moist location. Tenant acknowledges the necessity of housekeeping, ventilation, and moisture control (especially in kitchens, bathrooms, break rooms and around outside walls) for mold prevention. In signing this Lease, Tenant has first inspected the Premises and certifies that it has not observed mold, mildew or moisture within the Premises. Tenant agrees to immediately notify Landlord if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Landlord to evaluate and make recommendations and/or take appropriate corrective action. Tenant relieves Landlord from any liability for any bodily injury or damages to property caused by or associated with moisture or the growth of or occurrence of mold or mildew on the Premises. In addition, execution of this Lease constitutes acknowledgement by Tenant that control of moisture and mold prevention are Tenant's obligations under this Lease.

**Waterbeds**. THERE WILL BE NO WATERBEDS, unless authorized by a separate written Waterbed Addendum to this Residential Lease Agreement.

**Smoke and Carbon Monoxide Detectors**. The Premises has been equipped with hard wired smoke detectors and carbon monoxide detectors. Tenant agrees these detectors are in working order and agrees to periodically test and maintain the smoke detectors and keep them in working order.

**Quiet Enjoyment**. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof. Quiet hours should be respected and are enforced between 11 PM and 7 AM daily; excessive noise, loud music, or parties disrupting other residents or neighbors are strictly prohibited.

**Package Liability Disclaimer**. The landlord is not responsible for the loss, theft, damage, or misdelivery of any mail, packages, or deliveries addressed to the tenant. It is the tenant's responsibility to ensure the secure receipt of all deliveries. The tenant is encouraged to use secure delivery options, such as requiring a signature upon delivery or utilizing package lockers, if available. The landlord shall not be held liable for any issues arising from delivery or storage of mail or packages at the premises.

**Indemnification**. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to

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indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.

**Default**. If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Texas Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the noncompliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Texas Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Texas Lease Agreement.

Abandonment. If at any time during the term of this Texas Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, re-let the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Texas Lease Agreement during the balance of the unexpired term, if this Texas Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such re-letting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.

**Attorney's Fees**. Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

**Recording of Texas Lease Agreement**. Tenant shall not record this Texas Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this Texas Lease Agreement, this Texas Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.

**Governing Law**. This Texas Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Texas.

**Severability**. If any provision of this Texas Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Texas Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

**Binding Effect**. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

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**Descriptive Headings**. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

**Construction**. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

**Non-Waiver**. No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Texas Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.

WAIVER OF JURY TRIAL: TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED HERETO.

**Modification**. The parties hereby agree that this document contains the entire agreement between the parties and this Texas Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

**Notice**. Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the address of the Premises, and to Landlord at the following address: **2207 Hutchins St. Houston, TX, 77003** 

**Lead-Based Paint Disclosure**. If the premises were constructed prior to 1978, Tenant acknowledges receipt of the form entitled "LEAD-BASED PAINT DISCLOSURE" which contains disclosure of information on lead-based paint and/or lead-based paint hazards.

**Special Conditions**. Pursuant to Sec. 92.016 Tenants may have special statutory rights to terminate the lease early in certain situations involving family violence or a military deployment or transfer.

Instead of giving the two written requests referred to above, you may give us one request by certified mail, return receipt requested, or by registered mail--after which we will have a reasonable time for repair or remedy. "Reasonable time" takes into account the nature of the problem and the reasonable availability of materials, labor, and utilities. Your rent must be current at the time of any request. We will refund security deposits and prorated rent as required by law.

Parking Rules. Vehicles parked at the Premises must be in working, drivable condition. Tenant may not repair Tenant's vehicles on the Premises if such repairs take longer than one day, unless in an enclosed garage. Vehicles may never, under any condition, be parked in or driven on the yard of the Premises. Tenant may not park more than 1 vehicle(s) at the Premises. Tenant has no rights in or to any particular parking spot, and Landlord does not guarantee Tenant a parking spot on the Premises or any property surrounding the Premises. If street parking is permitted by applicable laws, Tenant may be permitted to park vehicles on the street in front of the Premises in accordance with all such laws; however, Landlord does not guarantee the availability, quality or location of any street parking. In no event shall Landlord be liable for any damage or loss to Tenant's vehicles or to any personal property contained in such vehicles. Garage parking access is available until the third bedroom in the premises becomes occupied. Upon occupancy of the third bedroom by a new tenant, the tenant agrees to relinquish parking privileges in the garage and make alternative parking arrangements as directed by the landlord. The landlord

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will provide the tenant with written notice of the new tenant's occupancy of the third bedroom at least seven (7) days prior to the required termination of garage parking use. Failure to vacate the garage for parking upon notice may result in additional charges or penalties as outlined in this lease agreement. The tenant acknowledges that garage use is temporary and does not constitute a permanent or guaranteed right under this lease.

**Headings**. Section headings or titles in this Lease are for convenience only and shall not be deemed to be part of the Lease.

**Entire Lease.** This Lease agreement and any attached addendums constitute the entire agreement between parties and can only be changed by a written instrument signed by both Landlord and Tenant. No agreement made verbally outside this Lease shall be considered valid or legally binding.

**In Witness Whereof**. Tenant hereby acknowledges they have read this Lease, understand both the Tenant's and Landlord's rights and responsibilities, and agrees to abide by the terms set forth in this Lease and any attached addendums.

LANDLORD:	subliang Oian		
Signature	queriang of	_	
Printed Name	Guoliang Qian	Date	06/04/2025
<u>TENANT</u> :			
Signature		_	
Printed Name Kare		Date	06/04/2025